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GRANTORS RANDALL E. WORRELL AND
PAMELA L. WORRELL

TO

WARRANTY DEED

GRANTEE CHARLES D. TAYLOR, SR.

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS, (\$10.00), cash in hand, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We, Randall E. Worrell and wife, Pamela L. Worrell, "Grantors", do hereby sell, convey and warrant unto Charles D. Taylor, Sr., "Grantee", the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 408, Section B, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 14, 15, and 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Further consideration of the above described property is the assumption by Grantee of that certain Deed of Trust executed by Lawson Tucker Williamson, Jr., et ux, in favor of Allied Investment Company dated January 16, 1962, and of record in Book 62, Page 41, and that certain Deed of Trust executed by Fred V. Ward, Jr., et ux in favor of United Companies Mortgage and Investments, dated September 18, 1980, and of record in Book 264, Page 415, both in the office of the Chancery Court Clerk of DeSoto County, Mississippi, and Grantee takes subject to said loans.

Grantor authorizes the transfer of said loans from their name to Grantee's name and Grantor hereby sets over and assigns unto Grantee without charge all escrow funds now held by National Mortgage Company in connection with the loan made by Allied Investment Company on the above described property.

No Title opinion requested or made. The Warranty in this deed is subject to: rights-of-way and easements for public roads, public utilities and drainage, together with any restrictive covenants on subject property on record in the office of the Chancery Clerk of DeSoto County, Mississippi.

Possession will be given upon delivery of this deed.

Witness the signature of the Grantors, this the 2nd day of October, 1984.

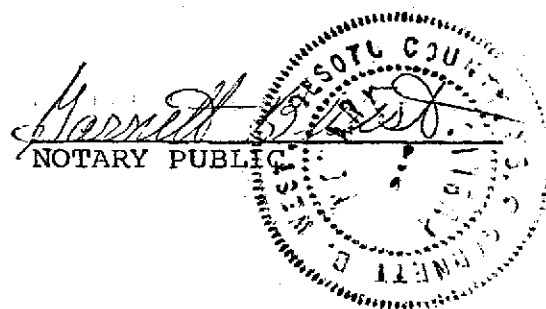
Randall E. Worrell
Randall E. Worrell

Pamela L. Worrell
Pamela L. Worrell

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY PERSONALLY appeared before me, the undersigned authority in and for said County and State, Randall E. Worrell and Pamela L. Worrell, who each acknowledged that they signed and delivered the above Warranty Deed on the date mentioned therein and for the purposes expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 2nd
day of October, 1984.



My Commission expires:

My Commission Expires Nov. 5, 1987

Grantors' address: 16 Caffey St
Hernando, ms 38632

Grantee's address: 16 A St
16 Caffey St
Hernando, ms 38632

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ASSUMPTION AGREEMENT, WAIVER AND RELEASE

I, Maxine Worrell, for and in consideration of the sum of Ten Dollars, (\$10.00), and other good and valuable consideration, do hereby waive and release Section Eight (8) of a certain deed of trust executed by Randall E. Worrell and Pamela L. Worrell to Clay Vanderburg, Trustee, for the benefit of Maxine Worrell and recorded in the office of the Chancery Court Clerk of DeSoto County, Mississippi, in deed of trust book 309, Page 205. Said Deed of Trust secures an indebtedness in the amount of \$28,000.00, plus interest, with the security described as follows:

Lot 408, Section B, Southaven, Subdivision in Section 23, Township 1 South, Range 8 West, as per revised plat thereof recorded in plat book 2, pages 14, 15, and 16, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

I fully understand Section Eight (8) of said deed of trust and hereby waive and release any and all rights that I, may assigns and heirs may have in Section Eight (8), which reads as follows:

8. If any or any part of the Property, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase. Secured Party may declare all the indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the indebtedness as as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the indebtedness.

I hereby release Randall E. Worrell and Pamela L. Worrell, grantors of said Deed of Trust, from Section Eight (8) of said Deed of Trust, and further, allow the grantors' successor in interest, Charles D. Taylor, Sr., to assume the indebtedness so as to become personally liable for the payment thereof. Further, I would have Section Eight (8) of said Deed of Trust stricken, eliminated, and removed from said Deed of Trust so as to not affect further Conveyances of said secured property.

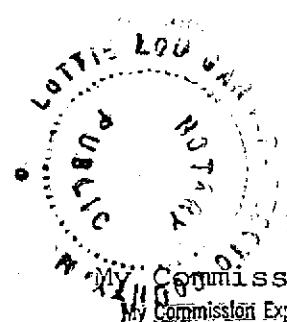
IN WITNESS WHEREOF, I, Maxine Worrell, has executed this assumption agreement this the 4th day of October, 1984.

Maxine Worrell
MAXINE WORRELL

STATE OF MISSISSIPPI
COUNTY, OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Maxine Worrell who acknowledged that she signed and delivered the foregoing assumption agreement, waiver and release on the day and year therein mentioned.

Given under my hand and official seal of office, this the 4th day of October, 1984.



Lottie Lou Garner
NOTARY PUBLIC

Filed @ 1:50 PM, 4 Oct, 198 4
Recorded in Book 173 Page 722
H. G. Ferguson, Clerk